

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **RM3070**Due Date: **12/24/02 at 2:00 P.M.**

Date Sent: December 3, 2002

Goods and services to be

GROUNDS MAINTENANCE AT THE UTAH STATE HOSPITAL IN PROVO**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: RM3070

Due Date: 12/24/02

Vendor Name:

NOTE TO ALL VENDORS:

ALL INTERESTED VENDORS MUST SCHEDULE APPOINTMENT FOR MANDATORY SITE VISIT. PLEASE CONTACT RUSS ARMSTRONG AT (801) 344-4741.

Description

ONE YEAR CONTRACT WITH TWO (1) YEAR RENEWAL OPTIONS FOR GROUNDS MAINTENANCE AT THE UTAH STATE HOSPITAL IN PROVO.

1. MOWING (PER WEEK) \$ _____

2. FERTILIZER AND HERBICIDES 1ST APPLICATION \$ _____

2ND 3RD AND 4TH APPLICATION \$ _____

5TH APPLICATION \$ _____

3. AERATION (PER TIME) \$ _____

QUESTIONS ON SPECIFICATIONS CALL RUSS ARMSTRONG AT (801) 344-4741.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.

RX: 200 32000000014

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the

provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of

disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

SPECIFICATIONS FOR RM3070
Grounds Maintenance

LOCATION

Utah State Hospital

ADDRESS

1300 E. Center Street, Provo, UT 84603

Maintain the Utah State Hospital campus grounds: 1,641,090 square feet (37.67 acres).

1. Mowing:

- 1 day a week schedule: mowing must be completed in one day and the same day each week, weather permitting.
- Grass to be cut at 3 ½ ”
- Concrete edges to be steel blade edged BI-weekly. To include but not limited to sidewalks, curbs, and driveways. (1st and 3rd mowing of the month)
- Line trim high visibility (including fence lines) weekly
- Line trim low visibility (including fence lines) Bi-weekly(2nd and 4th mowing of the month)
- See the map (included) for high and low visibility areas

2. Fertilizer and Herbicides:

- 1st Application- 1.07% Dimension or equivalent. Applied on or about the 1st of April, weather permitting.
- 2nd, 3rd and 4th Application- Liquid Fertilizer

<u>Ingredient</u>	<u>Rate/Acre</u>
Liquid Urea	16.5 gal/A
3-0-10	1.67 gal/A
10-34-0	.33 gal/A
Organic Humic Acid	1.0 gal/A
1-0-2 Combo Chelate	1.0 gal/A
<u>Wetsol Adjuvant</u>	<u>1 pt/A</u>
TOTALS	20.5 gal/A

To be applied every 6 weeks starting 6 weeks after the “1st Application”, for 3 applications. Add Trimic, for weed control, to each mixture except for the July application.

- 5th Application- 25-5-10 with 3% iron, slow release fertilizer. Applied during the month of September.

3. Aeration:

- Aerate the side hill at the Forensic Building around the exercise yard on the East and Northeast side, approx. 82,476 square feet. This is to be done 3 times during the mowing season; May, July, and September.

4. Tree Wells:
 - Maintain pre-established tree wells
5. Campus Grounds Cleaning:
 - All grass clippings must be removed from the Administration Building and down both sides of Center Street (including the median) after each occurrence.
 - The contractor and the USH Grounds Supervisor, together, will determine whether grass clippings need to be removed from other lawn areas during their weekly inspection.
 - Contractor will be responsible for removal of grass clippings off sidewalks, and debris hit by mowers. Clean up of lawn clippings should be blown back onto lawn and not into gutter.
6. Sprinkling Systems:
 - Contractor will be responsible for damage done by the Contractor. Repair of sprinklers need to be done within 24 hours or a deduction from weekly bill needs to be made. \$15.00 for pop ups, \$45.00 for rotor type of head.
7. Damage/Vandalism:
 - Contractor shall be responsible for all damage caused by the contractor employees to all turf, trees, landscaping, and sprinkler systems during term of contract; and shall reimburse Utah State Hospital, at a reasonable cost for said damage to property and equipment, as indicated above.
8. Emergency Service:
 - Contractor shall be responsible for all emergency call-outs due to damage caused by contractor employees. The name, address, and phone number of the individuals who can be called out in an emergency will need to be provided to the Utah State Hospital.
9. Daily Work Schedule:
 - All normal maintenance functions at the Utah State Hospital may not start before 6:00 a.m. and finish and inspection before 3:30 p.m. Inspection with contractor could be made following day early in morning. Supply the Utah State Hospital Grounds Supervisor with a work schedule.
10. Equipment/Materials:
 - The contractor shall provide all equipment, materials and facilities necessary to accomplish the tasks and services specified herein.
 - Mowing decks must be at least 44" minimum. Smaller mowers are acceptable in areas where they are required.
 - Supply list of equipment with bid.
 - Speed must be kept to a minimum around Hospital Staff and Patients.

11. Workforce:
 - The contractor shall, during term of service, maintain a workforce sufficient to provide adequate quality and timely service to the Utah State Hospital in fulfillment of the provisions of these specifications; and to assure that a high standard of workmanship and efficiency are maintained.
 - Provide proof of qualified sprinkler repair personnel. Replace damaged parts with accepted replacement parts. USH grounds supervisor must approve submittals.
12. Coordination:
 - Weekly verification of the fulfillment of the provisions of these specifications is to be provided to the Utah State Hospital Grounds Supervisor. This is to be accomplished by a weekly walk through surveillance with the Grounds Supervisor by the contractor and a monthly written evaluation given to the Grounds Supervisor.
 - Designated individual to coordinate work at the beginning and the end of the workday with the USH Grounds Supervisor. He/she must be proficient in the English Language.
13. Insurance:
 - Bid will be accompanied by a certificate of insurance demonstrating liability insurance coverage with a limit of not less than \$1,000,000 per occurrence.
 - Successful bidder will need to post a certificate of liability insurance with the same limits as above, with Utah State Hospital named as an additional insured.
14. Worker's Compensation:
 - Contractor will provide proof of worker's compensation insurance coverage.
15. Contractor Experience:
 - Contractors must provide evidence of a least five (5) years experience in lawn care. Contractors shall furnish the name, address, and duration of services of previous customers as part of their bid. Failure to provide this information may render the offer non-responsive.
16. Clothing:
 - USH Security will, as deemed necessary by USH, check individuals for proper identification. Those not wearing proper identification or not appearing on the employee list will be requested to leave the property. Removal of individuals due to the Contractor's failure to comply with this provision shall not delay contract performance of the grounds for claims against USH.
 - Contractor personnel using lawn cutting equipment shall wear protective footwear and safety glasses.

17. USH Policy:
 - Contractor shall insure that all employees have read and understand the USH Policy regarding Safety and Security.
18. MSDS:
 - Contractor must supply Material Safety Data Sheets on all products being bid and provide them with the bid package.
19. Verification of Purchases:
 - Contractor must supply verification of all products purchased. These products must be inspected by Utah State Hospital grounds supervisor prior to application.
20. Pesticide License:
 - Contractor must supply a copy of the current pesticide license, for their individual who will be spraying, with the bid.
21. Proposed changes by the contractor:
 - Any proposed change in the contract must be submitted to USH in writing for its prior written approval and USH will make the change, if approved, by contract change order.
22. Contract Performance Period:
 - Service under all resulting Contracts shall begin, for the basic year, on or about April 1, 2003 and extend for approximately 30 weeks (on or about November 1, 2003) Service for the option Years shall begin on or about April 1, 2004, and 2005 and extend for approximately 30 weeks (approximately November 1) Actual start and end dates will depend on weather conditions and other needs of USH. Payment will only be made for actual services received. A minimum of 1 week written advance notice will be given to start/end service.
23. Option to extend the term of the contract:
 - USH shall have the unilateral right, or option, to extend the term of the contract for two (2) separate one (1) year periods. Pricing for the option year(s) shall be as submitted on the bid schedule under the RFP identified as an option year bid schedule. USH will give a minimum of thirty (30) calendar day notice on the exercise of options.
24. Termination of agreement for convenience:
 - USH may terminate this contract, in whole or in part, with in 30 days, by written notice to the contractor. The contractor shall be paid its costs and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid. If the contractor has any property in its possession belonging to USH, the contractor will account for the same and dispose of, or return said property in the manner USH directs.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

